

ARTICLE 4

UNION DUES AND FEES

To the extent permitted by the Michigan Civil Service Commission Rules and Regulations, it is agreed that:

Section A. Dues Deductions

Upon receipt of a completed and signed individual authorization form from any of its employees covered by this Agreement, currently being provided by the Union and approved by the State Personnel Director, the Employer will deduct from the pay due such employee those dues and initiation fees required to maintain the employee's membership in the Union in good standing.

Such authorization shall be effective only as to membership dues and initiation fees becoming due after the delivery date of such authorization to the Employer. New individual authorizations will be submitted on or before the 9th day of any pay period for deduction the following pay period. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for Federal Social Security (F.I.C.A.); individually authorized deferred compensation; Federal Income Tax; state income tax, local or city income tax; other legally required deductions; individually authorized participation in state programs and enrolled employees' share of state sponsored insurance premiums. Membership dues and initiation fees deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of Council 25.

Such authorizations of employees transferred within the unit from the jurisdiction of one Local Union to another, or one Agency or department to another and within these bargaining units, shall automatically remain in effect. Employees recalled from temporary or seasonal layoff of less than 180 days or returning from leave of absence shall resume payroll deduction of dues, commencing the first pay period of work.

Section B. Revocation.

Such authorization may be revoked by the employee in accordance with the terms of the authorization on file with the personnel office of the employee's Appointing Authority, by furnishing written notice of such revocation to the personnel office of the employee's Appointing Authority. However, under no

circumstances shall an employee be subject to the deduction of membership dues without the opportunity to terminate the authorization at any time.

Section C. Maintenance of Membership.

All employees covered by this Agreement who have submitted a valid individual voluntary membership dues deduction authorization form to the Employer and have not revoked such authorization after the effective date of this Agreement in accordance with the provisions of this Article shall honor such authorization until exercising their opportunity to terminate it.

Section D. Representation Fee Deductions.

An employee may choose to pay a voluntary representation fee to the Union in an amount not to exceed regular biweekly dues uniformly assessed against all members of the Union, representing only the employee's proportionate share of the Union's costs germane to collective bargaining, contract administration, grievance administration, and any other cost necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees in dealing with the employer on labor-management issues. Such voluntary representation fee payment shall be fulfilled by the employee signing, dating, and submitting to the Employer the "Authorization for Deduction of Representation Fee" form. This section shall not take effect until the Union notifies the Employer in writing of the amount of this voluntary representation fee. Such notification may be made on or after the effective date of this Agreement.

Employees recalled from temporary or seasonal layoff or less than 180 days or returning from leave of absence shall resume payroll deduction of representation fees, commencing the first pay period of work.

Section E. Employer Notification.

When an employee enters the bargaining unit, the Employer shall inform the Union of all new bargaining unit employees and agrees to make a good faith effort to provide the Local Union with the employee's name and work location within 10 workdays of his/her entry on duty.

Section F. Revocation of Dues or Voluntary Fee Deduction

Dues or voluntary representation fees deduction authorization may be revoked at any time by the employee by furnishing written notice of such revocation to the Employer. The Employer shall forward such notice of revocation to the Union within fourteen (14) calendar days of receipt.

Section G. Remittance and Accounting.

Deductions for any biweekly pay period shall be remitted to the designated Financial Officer of Michigan AFSCME Council 25, with an alphabetical list of names, by Department and Agency, of all active employees from whom deductions have been made, and the amount deducted, no later than ten (10) calendar days after the close of the pay period of deduction. The Employer shall provide to AFSCME Council 25 an alphabetical listing, by department and Agency, identifying those active employees who have valid dues or voluntary fee deduction authorizations on file with the Employer for whom no deduction of dues or voluntary fees was made.

Upon written request, the Employer shall recoup lost dues or voluntary representation fees where such amounts were not deducted in accordance with this Article.

Section H. Unit Information Provided to the Union.

The Employer shall notify the Local President or designee of any hire or rehire at least by the date of hire. The Employer agrees to furnish a biweekly transaction report to the Union in electronic form, listing employees in this unit who are hired, rehired, reinstated, transferred into or out of the bargaining unit, transferred between agencies and/or departments, promoted, reclassified, downgraded, placed on leaves of absence(s) of any type including disability, placed on layoff, recalled from layoff, separated (including retirement), added to or deleted from the bargaining unit, or who have made any changes in union deductions. This report shall include the employee's name, social security number, identification number, employee status code (appointment type), job code description (class/level), personnel action and reason, effective start and end dates, and process level (department/agency).

The Employer will provide a biweekly demographic report to the Union in electronic form, containing the following information for each employee in the bargaining unit: the employee's name, social security number, identification number, street address, city, state, zip code, job code, sex, race, birth date, hire date, process level (department/agency), TKU, union deduction code, deduction amount, employee status code (appointment type), position code (position type), leave of absence/layoff effective date, continuous service hours, county code, worksite code, unit code and hourly rate.

The parties agree that this provision is subject to any prohibition imposed upon the employer by courts of competent jurisdiction.

Section I. Aid to Other Unions.

The Employer agrees and shall cause its designated agents not to aid, promote, or finance any other labor or employee organization which purports to engage in employee representation of employees in this unit, or make any agreements with any such group or organization for the purpose of undermining the Union.

Nothing contained herein shall be construed to prevent any authorized representative of the Employer from meeting with any professional or citizen organization for the purpose of hearing its views, except that as to matters presented by such organizations which are proper subjects of negotiation, any changes or modifications shall be made only through collective bargaining negotiations with the Union.

Nothing contained herein shall be construed to prevent any individual employee from (1) discussing any matter with the Employer and/or supervisors or (2) processing a grievance in his/her own behalf in accordance with the grievance procedure provided herein.